

RECORDATION NO. 2556.5-A FILED

APR 28 '05

1-40 PM

SURFACE TRANSPORTATION BOARD

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April 28, 2005

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of (Collateral) Assignment of Lease, dated as of April 12, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Commercial Security Agreement being filed with the Board under Recordation Number _____.

The names and addresses of the parties to the enclosed document are:

Bank: The Bank of Edwardsville
330 West Vandalia
Edwardsville, Illinois 62025

Assignor: SIRC Capital, LLC
505 Buckeye Drive
Troy, Illinois 62294

Mr. Vernon A. Williams

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A description of the railroad equipment covered by the enclosed document is:

22 boxcars within the series AMEX 001050 – AMEX 001901 as more particularly set forth in the equipment schedule attached to the document.

A short summary of the document to appear in the index is:

Memorandum of (Collateral) Assignment of Lease.

Also enclosed is a check in the amount of \$32.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/anm
Enclosures

MEMORANDUM OF (COLLATERAL) ASSIGNMENT
OF LEASE

BETWEEN

THE BANK OF EDWARDSVILLE
("BANK")

AND

SIRC CAPITAL, LLC
("ASSIGNOR")

APRIL 12, 2005

RECORDATION NO.

25565-A

FILED

APR 28 '05

1-40 PM

SURFACE TRANSPORTATION BOARD

This Memorandum of Assignment of Lease is hereby entered into as of this **12th day April, 2005** by and between **The Bank of Edwardsville**, an Illinois corporation ("Bank"), and **SIRC Capital, LLC** an Illinois Limited Liability Corporation ("Assignor").

W I T N E S S E T H:

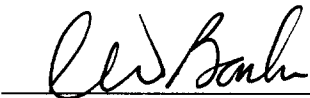
The Assignor hereby assigns, transfers and sets over unto Bank, all of the Assignor's right, title and interest in (but not its obligations) and to the lease of **Twenty-two (22), 60 ft., 100-ton boxcars** as evidenced by that certain **Schedule No.4 dated January 3, 2005 which incorporates by reference the Railcar Lease Agreement dated effective June 4, 2001 by and between Assignor (as Lessor), as previously assigned by Southern Illinois Railcar Company and Archers Daniels Midland Company (as Lessee)**, and any other Exhibits or Schedules thereto (together, the "Lease") and all rents and other sums due thereunder, and all proceeds therefrom with respect to those certain railcars identified on the **attached Schedule "A"** hereto (the "Railcars"), and all rents, renewal rents, proceeds of settlement for the Railcars which are lost, destroyed or damaged beyond repair and all other sums due and to become due under and pursuant to or by reason of the Lease, including but not limited to, the payment of any purchase option price paid by the Lessee pursuant to the Lease, as well as any and all subleases of the Railcars.

This Assignment is given and intended as continuing collateral for the payment of the indebtedness of the Assignor (as "Grantor") to Bank (as "Lender") as provided for in the **Commercial Security Agreement dated April 12, 2005** (the "Agreement"), including but not limited to any and all promissory notes executed thereunder (the "Promissory Notes"), including any and all interest thereon and expenses therefor and any and all extensions and/or renewals of the referenced indebtedness, whether such indebtedness shall at any time or from time to time have been reduced or paid in full and thereafter increased or re-incurred, and no renewal of, or extension of time of payment of the subject indebtedness or any part thereof, and no agreement not to sue or release or discharge of any persons liable therefor or thereon, or release or exchange of other collateral or any act or thing whatsoever shall diminish, discharge, impair or affect this Assignment or the security afforded hereby, save payment in full by the Assignor to Bank of any and all indebtedness of the Assignor to Bank arising under the Agreement and the Promissory Note, while no default exists under any of the other provisions thereof. If such payment in full is made by the Assignor while no such default exists or if any such payment in full is made while any default exists and all such defaults are subsequently corrected by the Assignor, the Assignor shall be entitled to have this Assignment discharged.

Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. This Memorandum of Assignment of Lease may be executed in any number of counterparts, each executed counterpart constituting an original but together only one memorandum of Assignment of Lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of the date and year first above written.

THE BANK OF EDWARDSVILLE
as Bank

By: 

Name: William D. Barlow


Title: Senior Commercial Lender

SIRC CAPITAL, LLC
as Assignor

By: 

Name: Fred L Parsons

Title: Trustees

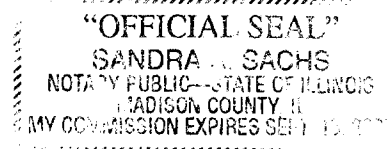

Eugenia M Parsons

STATE OF Illinois)
) ss.
COUNTY OF Madison)

On this 12 day of April 2005, before me personally appeared
William D. Barlow, to me personally known, who being by me duly
sworn, says that he is the Vice President of THE BANK OF
EDWARDSVILLE, that the foregoing instrument was signed on behalf of said national
banking association, and he acknowledged that the execution of the said instrument was
his free act and deed.

NOTARY PUBLIC: Sandra A. Sachs

My commission expires: Sept 13, 2005

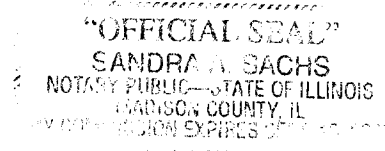


STATE OF Illinois)
) ss.
COUNTY OF Madison)

On this 12 day of April 2005, before me personally appeared
Fred L. + Eugenia Parsons, to me personally known, who being by me duly
sworn, says that he is the Trustees of SIRC CAPITAL, LLC, that the
foregoing instrument was signed on behalf of said limited liability company, and he
acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: Sandra A. Sachs

My commission expires: Sept 13, 2005



SCHEDULE "A"
To Memorandum of Assignment of Lease
SCHEDULE OF RAILCARS
One Page
Twenty-two (22) Units

SCHEDULE OF RAILCARS

Twenty-two (22), 60 ft., 100-ton boxcars with the following reporting marks:

AMEX001050
AMEX001051
AMEX001052
AMEX001053
AMEX001054
AMEX001055
AMEX001057
AMEX001058
AMEX001060
AMEX001063
AMEX001066
AMEX001068
AMEX001069
AMEX001070
AMEX001077
AMEX001078
AMEX001086
AMEX001700
AMEX001703
AMEX001705
AMEX001707
AMEX001901